

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF CHINO VALLEY

THIS AGREEMENT is entered into 6th August, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-984, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CHINO VALLEY acting by and through its MAYOR and TOWN COUNCIL (the "Town").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State has approved the exchange of \$400,813.00 in Highway User Revenue Funds (HURF) to the Town for the construction of improvements to Road 3 North, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$489,212.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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NO. 25408  
Filed with the Secretary of State  
Date Filed: 08/06/02  
Kelsey Bayless  
Secretary of State  
By: W. J. Greenwald

## **II. SCOPE OF WORK**

1. The Town will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project construction cost, at the start of construction.

d. Invoice the State for thirty percent of the project cost, at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance. Provide ADOT with a letter documenting the notice of the approval and acceptance of the project.

f. Invoice the State for the remaining ten percent of the project cost at the one hundred percent project completion stage after the Town, NACOG, and the State (ADOT) representatives have completed final project review.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the Town HURF funds in accordance with paragraph II, 1c, d. and f. above.

b. Withhold from NACOG, federal funds and the obligation authority of federal funds in the amount of \$489,212.00 for construction.

## **III. MISCELLANEOUS PROVISIONS**

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

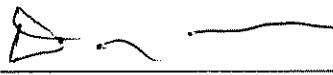
Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, 616E  
Phoenix, AZ 85007  
FAX (602-712-7424  
lgrandy@dot.state.az.us

Town of Chino Valley  
Town Manager  
1020 W. Palomino Rd.  
Chino Valley, AZ 86323

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written


**TOWN OF CHINO VALLEY,**

By   
\_\_\_\_\_  
DAN MAIN  
Mayor

**ARIZONA STATE OF ARIZONA**  
Department of Transportation

By   
\_\_\_\_\_  
MARY LYNN TISCHER, Director  
Transportation Planning Division


ATTEST

By   
\_\_\_\_\_  
DELORES SLIGER  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 19<sup>th</sup> day of April, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the TRANSPORTATION PLANNING DIVISION, to enter into an agreement with the CITY OF CHINO VALLEY, for the purpose of defining responsibilities for the acquisition of federal funds, for the exchange Highway User Revenue Funds (HURF) to the Town for the **construction** of improvements to Road 3 North, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning Division, for approval and execution.

  
\_\_\_\_\_  
MARY LYNN TISCHER, Division Director  
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 646

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE HURF EXCHANGE PROGRAM MONIES FOR THE REALIGNMENT OF PERKINSVILLE ROAD.

WHEREAS, the Town of Chino Valley was recently awarded funding from NACOG's HURF exchange program for the realignment of Perkinsville Road/Road 3 North in the amount of \$445,348.00; and

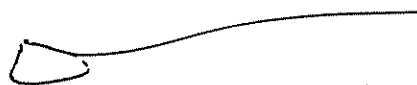
WHEREAS, HURF funds are programmed at 90% of the total amount and administered by the Arizona Department of Transportation; and

WHEREAS, the HURF exchange program requires a Council resolution entering into an agreement with the Arizona Department of Transportation;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:**

That it is in the best interests of the Town of Chino Valley to enter into an agreement with the Arizona Department of Transportation for the purpose of defining responsibilities for the acquisition of federal funds, for the exchange Highway User Revenue Funds (HURF) to the Town for the construction of improvements to Road 3 North, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona this 27<sup>th</sup> day of June, 2002.

  
\_\_\_\_\_  
Dan Main, Mayor

ATTEST:

  
\_\_\_\_\_  
Delores Sliger, Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark Drutz, Town Attorney

APPROVAL OF THE TOWN OF CHINO VALLEY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the TOWN OF CHINO VALLEY, and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 27<sup>th</sup> day of June 2002.

Mark W. J. J.

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

JANET NAPOLITANO  
ATTORNEY GENERAL

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

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MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-0786TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED July 24, 2002.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED/srs

Att.

749861